



City of Roanoke Invitation for Bid

Date: November 10, 2006

Bid Number: 07-11-05		Bid Opening Date: November 27, 2006		
WINTER PROTECTION COVERS		Bid Opening Time: 2:00 p.m.		
Legal Name of Bidder:				
Mailing Address:				
Terms:				
Delivery:				
Telephone:		E-mail:		
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting bid:				
Signature:		Date:		
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 353 Roanoke, VA 24011	Toni M. Thomas, CPPB Buyer Phone: 540-853-2871 Fax: 540-853-1513 Email: toni.thomas@roanokeva.gov		

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

No bid may be withdrawn within a period of sixty (60) days after bid opening except for clerical errors, part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.

The City reserves the right to cancel or reject any or all bids and to waive any informalities in any bid.

This Invitation for Bid consists of these parts:

1. Specifications/Instruction for Bidders
2. Bid Form (Attachment A)
3. Insurance Requirements (Attachment B)
4. Terms & Conditions (Attachment C)

SPECIFICATIONS FOR BID

SECTION 1. PURPOSE.

The purpose for this Invitation for Bid is for the procurement of up to three different types of winter protection covers to be used on City of Roanoke athletic fields. One being an approximate 1.5-2 ounce/square yard weight spun bound polypropylene, the second being an approximate 1.5-3 ounce/square yard non-woven needle punched polyester, and the third being an approximate 2.5-3 ounce/square yard weight woven silt-tape polypropylene. Should a Bidder have a different product which could be successfully used for the purpose of athletic field winter protection covers, please describe fully using the criteria below. Any additional information/technical specifications provided by the Bidder shall be noted and listed separately.

The City invites all qualified bidder to submit a bid. Bidders responding to this IFB must be responsive and responsible bidders.

SECTION 2. SCOPE OF SERVICES.

The following are the services and/or items that the Successful Bidder will be required to provide to the City:

Each Bidder should carefully read and review all such specifications and should note that all such services are to be included in the bid.

- A. The City of Roanoke may purchase approximately 306,000 square feet (34,000 square yards) of winter protection covers.
- B. Winter protection covers purchased may be all one type, or a combination of two or more types depending upon price and/or availability. A minimum amount of 90,000 square feet (10,000 square yards) of any one type will be purchased.
- C. Covers shall be a minimum size of 15' wide X 100' long each. Preferably, several covers shall be sewn together, in combination up to approx. 100' wide X 330' long. Please describe all possible size combinations available from your firm when bidding, and any extra sewing costs.
- D. Sewn seams shall be overlapped a minimum of 2".
- E. Edges of covers shall be reinforced to minimize ripping or tearing.
- F. Manufacturer/vendor shall indicate if grommets are available along seams for easier installation. If available, please also list size and cost of grommets (specify how priced-each, per section, etc.).
- G. Color of covers shall be white or light grey.
- H. Covers shall be UV stabilized to promote long life.
- I. Each Bidder shall list the following material properties (if known) about their product. Bidder shall also list all ASTM standards used to verify testing results. If unknown, list as such within the bid documents.

1. Product composition
2. Unit weight per square yard
3. Product thickness (in mils)
4. Tensile Strength
5. Tear Strength
6. Mullen Burst Strength (in PSI)
7. Puncture (in pounds)
8. Product color
9. Light penetration (in %)
10. UV resistance (in strength retained %). Also list testing period for UV resistance (in hours)

- J. All covers shall be warranted. Successful Bidder shall describe warranty, length of time covers will be replaced at 100% of purchase price or replacement value, length of any pro-rated period and % of pro-rating during the warranty period.
- K. Each Bidder shall submit a minimum 1' x1' sample of each product bid under this IFB.
- L. Successful Bidder shall be able to deliver product within two weeks after notification of award by the City.

SECTION 3. BACKGROUND.

The City of Roanoke, is currently constructing four (4) athletic fields, which will be put into play during 2007. Fields are currently being sodded with a 90/10% mix of turf-type tall fescue/Kentucky bluegrass blend. The City currently uses a variety of winter protection covers on other game fields, covering both tall fescue/Kentucky bluegrass turf, as well as Bermudagrass turf.

SECTION 4. TERM OF CONTRACT.

Successful Bidder shall deliver all Winter Protection Covers within two weeks after notification of award by the City.

SECTION 5. PAYMENT FOR SERVICES.

Payments to the Successful Bidder shall be made within 30 days after receipt of invoice and approval of such invoice by the City

SECTION 6. GENERAL INSTRUCTIONS TO BIDDERS.

- A. Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 353, Roanoke, Virginia 24011, on or before 2:00 p.m., local time, on November 27, 2006 at which time all bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the bids.

The mailed envelope shall be clearly marked on the front of that envelope, the notation and completed information as follow:

“Sealed Bid Number: IFB 07-11-05; Opening Date: November 27, 2006 and Time: 2:00PM”.

FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.

- B. If you download this IFB from the City website, and intend to submit a bid, you must notify Purchasing that you should be added to the list of entities having received a copy of the IFB and want to receive any addenda issued. The City is not responsible for any IFB obtained from any source other than the City, and may not accept bids from those who download this IFB and fail to notify the City of their intent to submit a bid. Contact Purchasing by phone at 540.853.2871, by fax at 540.853.1513 or by email at toni.thomas@roanokeva.gov.**
- C. Payment terms and delivery date(s) must be shown on the submitted bid, if applicable.
- D. All bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this Invitation for Bid (IFB).
- E. Bids are to be on the Form as provided by or as otherwise specified in this IFB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person must be shown as well. Any bid submitted must be submitted in the complete legal name of the Bidder responding. No bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia §2.2-4330 which allows withdrawal of a bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid. Withdrawal must be requested within two days of the bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.
- H. All bids, appropriately received, will be evaluated by considering the requirements set forth in the IFB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this bid.
- I. Bids are to be submitted on the brand, make and kind of product or service requested or its approved equal, to be solely determined by the City, unless otherwise specified. Should a bid be for a product or service as an equal, the name, make, model and type of that which is being bid must be clearly stated. The bid must also be accompanied by descriptive literature of the product or service bid to allow for evaluation. Failure to provide this information may result in the bid being considered non-responsive and may not be considered.

- J. If an award is made for the item(s) or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 353, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. Purchase Orders, when awarded to the Successful Bidder(s), will be issued and sent to the address shown on their bid response. Upon completion of the purchase order, payment will be made only to the Successful Bidder at the address as shown on the purchase order. If the remittance address is other than the address on the bid, it must be clearly noted and explained in your bid. Purchase Order(s) will be paid only when the items and/or services have been supplied to and approved by the City.
- K. All items, identified in this Invitation to Bid, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY.**
- L. The City reserves the right to cancel or reject any or all bids, to waive any informalities in any bid and to purchase any whole or part of the items or services listed in the IFB.
- M. It is the policy of the City of Roanoke to maximize minority and women-owned business enterprises participating in all aspects of City contracting opportunities.
- N. Each Bidder is to state whether or not any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each person and their connection to the City of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 5 of this IFB, apply to this IFB.
- O. **The attention of each Bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the bid being rejected as nonresponsive.**
- P. **Bid Submittals shall include:**
1. **Page 1, Invitation to Bid Coversheet**
 2. **Page 9, The Bid Form (Unit Cost shall include all labor, material, overhead and profit.)**
 3. **Material Properties about products to be provided**

Failure to do so may result in the bid being determined as nonresponsive.

Questions or concerns may be addressed by contacting the Purchasing Division at (540) 853-2871.

Reply To:

**City of Roanoke Purchasing Division
Noel C. Taylor Municipal Building
215 Church Avenue SW, Room 353
Roanoke, Virginia 24011**

- Q. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this IFB.
- R. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this IFB.
- S. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this IFB, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- T. Insurance Requirements.
Successful Bidder, and any of its subcontractors, shall, at its own expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by Successful Bidder, or any of its subcontractors, under any resultant Contract/Purchase Order. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this IFB.

SECTION 7. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

To determine the lowest responsive and responsible bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City may be considered:

- A. Total extended bid price as set forth on the Bid Form.
- B. The specified terms and discounts of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
- D. Whether the bidder can perform the Contract or perform the service promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance of previous contracts or services;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract, purchase or service;
- H. The equipment and facilities available to the Bidder to perform the Contract or provide the service, and/or items.
- I. The sufficiency of the financial resources and ability of the bidder to perform the Contract or provide the service, and/or items.
- J. The quality, availability and adaptability of the supplies, materials, equipment or services to the particular use required;

- K. The ability of the Bidder to provide future maintenance, parts and service for the use of the subject of the purchase or Contract;
- L. The conditions, if any, of the bid;
- M. Bids shall be evaluated based on the requirements set forth in this Invitation to Bid, and other criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, suitability for a particular purpose and life cycle cost. The City, in its sole discretion, may elect to waive an informality in any Bid.

SECTION 8. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED.

The following applies to the Successful Bidder:

1. During the performance of the contract, the Successful Bidder agrees as follows:
 - a. The Successful Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Successful Bidder, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Successful Bidder will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

SECTION 9. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR.

All public bodies shall include in every contract over ten thousand dollars (\$10,000.00) the following provisions:

The following applies to the Successful Bidder:

During the performance of the contract, the Successful Bidder agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Successful Bidder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder that the Successful Bidder maintains a drug free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousands dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, a drug free workplace means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SECTION 10. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.

Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Bidder, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this IFB, but shall include workers' compensation coverage regardless of the number of employees.

SECTION 11. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

If the bid by the lowest responsive and responsible bidder exceeds available funds, the City reserves the right to negotiate with the apparent low bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate City officials shall determine that the lowest responsive and responsible bid exceeds available funds and notify such bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, in the sole discretion of the City.

SECTION 12. BID AWARD.

If an award of a contract is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the announcement of the decision to award will be made by posting a notice of such award or announcement in the foyer area of the 2nd Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011. The City reserves the right to award to multiple Bidders.

SECTION 13. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

SECTION 14. HOLD HARMLESS AND INDEMNITY.

Successful Bidder shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under the Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Successful Bidder agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Contract.

SECTION 15. PROTESTS.

Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this IFB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section.

SECTION 16. INFORMATION ON CONTRACT/PURCHASE ORDER TO BE AWARDED.

The Terms and Conditions marked as Attachment C to IFB No. 07-11-05 contains Terms and Conditions that the City plans to include in any contract/purchase order that may be awarded, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Successful Bidder. However, if a Bidder has any objections to any of the Terms or Conditions set forth in the Sample or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this IFB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a contract/purchase order containing the same or substantially similar Terms and Conditions as contained in such Attachment, and to comply with such Terms and Conditions. Also, such Terms and Conditions, together with the requirements of this IFB, shall be deemed to be a part of any resultant Contract/Purchase Order that may be issued by the City to the Successful Bidder.

(Remainder of page intentionally left blank)

ATTACHMENT A To

IFB # 07-11-05

BID FORM

DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL
306,000 Square feet (34,000 square yards) of winter protection covers per specifications		SQUARE YARD	
Shipping Cost	1		
TOTAL			

* All Bid prices shall remain as indicated by successful bidder for a minimum of thirty (30) day upon award of this IFB. City Reserves the right to order additional protection covers.

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder ___ does have ___ does not have a Virginia Contractor's License. (Check appropriate block)

If Bidder has a Virginia Contractor's License, circle the class Bidder has and list the number. Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number _____

If Bidder has another type of Virginia License, please list the type and number:

Type of license _____ and number: _____.

Bidder is a ___ resident or ___ nonresident of Virginia. (Check appropriate blank. See VA Code sections 54.1-1100, et seq.

The undersigned hereby agrees, if this bid is accepted by the City, to provide the services and/or items in accordance with this Invitation to Bid and to execute a contract for such services and/or items.

Legal Name of Bidder

Date

Authorized Signature

Print or Type Name and Title

ATTACHMENT B To

IFB # 07-11-05

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained all the insurance policies required under this Section and such insurance has been approved by the City.

1. The following **minimum insurance requirements** apply:
 - a. Workers' Compensation and Employers' Liability:
The Contractor shall obtain and maintain the following limits:

Workers' Compensation: Statutory
Employers' Liability: \$100,000 bodily injury by accident each occurrence
\$500,000 bodily injury by disease (policy limit)
\$100,000 bodily injury by disease each employee
 - b. Commercial General Liability:
Coverage is to be written on an "occurrence" basis, \$1,000,000 minimum limit, and such coverage shall include:
 - Products/Completed Operations
 - Personal Injury and Advertising Injury
 - Bodily Injury
 - c. Automobile Liability:
Limits for vehicles owned, non-owned or hired shall not be less than:
 - \$1,000,000 Bodily Injury and Property Damage combined single limit
2. **Proof of Insurance Coverage:** The policies of insurance shall be purchased from a reputable insurer licensed to do business in Virginia and maintained for the life of the Contract by the Contractor. Other insurance requirements include the following:
 - a. The Contractor shall furnish the City with the required certificates of insurance showing the insurer, type of insurance, policy number, policy term, and limits.
 - b. The required certificates of insurance shall contain substantially the following statement:
"The insurance covered by this certificate shall not be canceled or materially altered except after a thirty (30) day written notice has been received by the Risk Management Officer for the City of Roanoke."
 - c. The required certificates of insurance shall name the City of Roanoke, its officers, agents, volunteers, and employees as additional insureds except with regard to the workers' compensation and employers' liability coverages which shall contain a waiver of subrogation in favor of the City. Additional insured and waiver endorsements shall be received by Roanoke Risk Management from the insurer within 30 days of beginning of this contract.